

JOINT POWERS AGREEMENT

THIS AGREEMENT, made and entered into this 20 day of March, 1979, by and between the County of Marin, a political subdivision of the State of California, hereinafter referred to as "County," and the City of Novato, a duly constituted City within the County of Marin, hereinafter referred to as "City."

W I T N E S S E T H :

WHEREAS, the parties hereto are duly constituted public agencies and possess the common power to regulate and control animals within their jurisdiction; and

WHEREAS, it is mutually advantageous to each party hereto to contract for the cooperation of the parties with the intent of establishing basic and mutually agreeable levels of service, reducing costs, improving services, and providing public benefits;

NOW, THEREFORE, in consideration of the mutual promises and agreements hereinafter stated and the performance thereof, the parties do hereby agree as follows:

1. All prior agreements between the parties relating to animal control services in Marin County are declared terminated.
2. The County hereby agrees to provide animal control services in accordance with the performance standards hereinafter referred to with City. Said services shall be rendered by employees of the Marin County Humane Society, with whom the County may contract for said purpose.
3. County shall provide animal control services which shall be financed from fees and other revenues directly related to the animal control services and program.
4. County will maintain the same level of animal control services provided during 1977-78, as stated below. County may also in its sole discretion provide funding from County sources other than animal control revenues to maintain the level of animal control services provided during 1977-78.

County shall maintain during the term of this agreement the same ratio of animal control services provided during 1977-78, which was: eleven (11) animal control officers for a population of 226,000 (one (1) A.C.O./20,545 persons).

County shall to the extent possible set and meet the following goals and/or performance standards:

License and keep licensed 75% of all dogs in Marin County.

Set license fees at a level to maintain a self-supporting animal control program.

Establish patrol schedules that insure central business districts, and neighborhood parks in each city are adequately patrolled.

Establish emergency response standards for live animals to insure response time is held to an absolute minimum.

Prior to any reduction in the above service level, County shall provide City with 45 days' prior notice and written justification as to the reasons for same.

5. County agrees to establish and maintain a door-to-door canvassing and licensing enforcement service, which shall be conducted throughout the urban area no less than every two years, to assure that the maximum number of animals subject to license are, in fact, licensed.

6. County, through the Board of Supervisors, has the sole discretion to establish all fees related to the animal control program throughout the County and within City. County, in determining fees, may hold a Public Hearing regarding same. If a Public Hearing is held, all local newspapers shall be noticed 10 days in advance as to the date, time and place of the hearing and City shall receive the same prior notice. City shall be formally notified in writing as soon as possible after any increase is made.

7. County, through the Board of Supervisors, has the authority to advise the judiciary as to fines and forfeitures related to violations of the animal control ordinances through the County and with City. County may hold a Public Hearing regarding changes in such fines and forfeitures. If a Public Hearing is held, all local newspapers shall be noticed 10 days in advance as to the date, time and place of the hearing and City shall receive the same prior notice. City shall be formally notified in writing as soon as possible after any increase is made.

8. County will be solely responsible for the sale of licenses and the collection of license fees throughout the County and within the City.

9. In consideration of the rendition of the aforesaid services provided by County, City agrees that all revenues derived from licensing of dogs and other animals within the boundaries of City, and all revenues which would accrue to City pursuant to the provisions of Penal Code section 1463 in connection with fines imposed for the violation of any provisions of a City animal control ordinance, shall be paid to County.

10. County agrees to prosecute through the District Attorney, all County and City animal control violations under the terms of this Agreement and in accordance with all applicable ordinances in a prompt and diligent manner.

11. City agrees to adopt and maintain in full force and effect, including the amount of fees provided, an ordinance identical with the provision of the Marin County Animal Control Ordinance set forth in Title 8, Chapter 8.04, 8.08 and 8.12 of the Marin County Code. City also agrees to enact amendments to its ordinance identical to the amendments to the Animal Control Ordinance adopted by the Board of Supervisors within 120 days after request to do so by County. The County Administrator,



acting on behalf of the County, may use discretion and need not request City to adopt amendments which do not apply to City.

12. If, during the term of any renewal hereof, City modifies in any manner, or fails to amend, its animal control ordinance thereby changing all or any part of the conditions of this agreement, County shall have the right to terminate this agreement upon the rendition of 30 days' written notice. In such case, any fees or fines collected during the term shall be prorated between City and County on the basis of the percentage of the term of this agreement which lapsed at the time of termination.

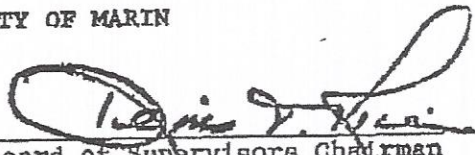
13. For the purpose of this agreement, all officers of the County and/or the Humane Society engaged in performing any services hereunder, within the boundaries of any City, shall be deemed to be peace officers for the purpose of animal control enforcement of the City for any other purpose.

14. This agreement shall be in effect from the date of execution to June 30, 1979, and shall be considered automatically extended for each year thereafter, effective July 1 of that year, unless notice is delivered by either party of nonrenewal at least 120 days in advance of the expiration date. Within 60 days following the first year of this agreement, the County Administrator and City Managers shall submit a written report to the Board of Supervisors and all City Councils indicating how well the intent of this agreement has been met. Thereafter, a similar report or response may be made as needed.

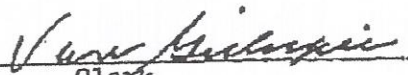
IN WITNESS WHEREOF, the parties hereto have executed this agreement the day and year first above written.

COUNTY OF MARIN

By

  
Board of Supervisors Chairman

ATTEST:

  
Clerk

CITY OF NOVATO

By

  
Mayor

ATTEST:

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City Clerk

Novato

AMENDMENT TO AGREEMENT

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THIS AMENDMENT TO AGREEMENT, made and entered into this 4th day of December, 1990, by and between the COUNTY OF MARIN, a political subdivision of the State of California, hereinafter referred to as "County", and the City/Town of Novato, a duly constituted municipality within the County of Marin, hereinafter referred to as "City".

WITNESSETH:

WHEREAS, County and City are parties to a joint powers agreement regarding animal control services, and

WHEREAS, both parties wish to amend said agreement.

NOW, THEREFORE, paragraphs #3, 4, 5, 8, and 14 of said agreement shall be changed to read as follows:

3. County shall provide animal control services, the costs of which shall include (1) the cost of the County's contract with the Humane Society, (2) the cost of the veterinarian who acts as County veterinarian, (3) the cost of building rental for the pound facility, and (4) cost of the licensing program, which shall be financed as follows:

In the fiscal year 1990-91, the cities shall contribute, collectively, a total of \$600,000 to be divided among jurisdictions on the basis of a mutually agreeable formula.

In the fiscal year 1991-92, the cities shall contribute, collectively, a total of \$700,000 to be divided among jurisdictions on the basis of a mutually agreement formula.

In the fiscal year 1992-93, and each year thereafter, the County and the cities will contribute to the net cost of the animal control program as follows:

County	30%
Cities	70%

4. County shall maintain the level of animal control services provided below:

County shall maintain, during the term of this agreement, sufficient animal control officers to provide at least one officer on duty twenty-four hours, seven days a week.

County shall, to the extent possible, set and meet the following goals and/or performance standards:

License and keep licensed 75% of all dogs in Marin County.

Set license and other fees at a level to maintain at least the current level of offset to the program (20% of the gross program cost).

Establish patrol schedules that insure central business districts and neighborhood parks in each city are adequately patrolled.



Establish emergency response standards for live animals to insure response time is held to an absolute minimum.

Prior to any reduction in the above service level, County shall provide City with 45 days notice and written justification as to the reasons for same.

5. County agrees to establish and maintain licensing enforcement service to assure that the maximum number of animals subject to license are, in fact, licensed.

8. County will be solely responsible for the sale of licenses and the collection of license fees throughout the County and within City, except as the City may choose to participate in the sale of licenses.

14. This agreement shall be in effect from the date of execution to June 30, 1995, and shall be considered automatically extended for each year thereafter, effective July 1 of that year, unless notice is delivered by either party of non-renewal at least 120 days in advance of the expiration date. Within 60 days following the first year of this agreement, the County Administrator and City Managers shall submit a written report to the Board of Supervisors and all City Councils indicating how well the intent of this agreement has been met. Thereafter, a similar report or response may be made as needed."

To all other intents and purposes, said agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representative to execute the within amendment the day and year first above written.

COUNTY OF MARIN

By Bob Pennigiere  
Chairman of the Board of Supervisors

ATTEST:

Vickie J. Day  
Clerk

CITY/TOWN OF Novato

By Mary J. Moore  
Mayor

ATTEST:

Shirley Grammes  
Clerk

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